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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 SILVIA GARCIA,

15 Plaintiff,

16 vs.

17 MEIJI AMERICA INC., a Delaware
18 company,

19 Defendant.

Case No.: 2:24-cv-08810-AH-MAR

**ORDER APPROVING
STIPULATED PROTECTIVE
ORDER**

Removal Filed: October 11, 2024
Action Filed: September 11, 2024

20 The parties have agreed to and submitted to the Court, and for good cause shown
21 the Court hereby enters the following Confidentiality Order:

22 1. INTRODUCTION

23 (a) PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential,
25 proprietary, or private information for which special protection from public disclosure
26 and from use for any purpose other than prosecuting this litigation may be warranted.
27 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
28

1 Stipulated Protective Order. The parties acknowledge that this Order does not confer
2 blanket protections on all disclosures or responses to discovery and that the protection
3 it affords from public disclosure and use extends only to the limited information or
4 items that are entitled to confidential treatment under the applicable legal principles.
5 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
6 Protective Order does not entitle them to file confidential information under seal; Civil
7 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
8 will be applied when a party seeks permission from the court to file material under seal.

9 (b) GOOD CAUSE STATEMENT

10 The parties anticipate that, due to the nature of the claims and defenses at issue
11 in this matter, discovery will include confidential company information, which may
12 include proprietary business information and potential trade secrets, in addition to
13 protected third-party personnel information, and other personnel information. This
14 information is not otherwise available to the public, and the parties recognize and
15 acknowledge that this information becoming available to the public could potentially
16 be extremely valuable to competitors. The parties also anticipate discovery on topics
17 concerning Plaintiff's background, much of which shares the same confidential
18 characteristics, such as Plaintiff's generalized background, and other information
19 concerning Plaintiff which relate to the claims and defenses in this matter. The parties
20 state that the above descriptions are not intended to be an exhaustive list of all classes
21 of information subject to this Stipulated Protective Order.

22 This action is likely to involve trade secrets, customer and pricing lists and other
23 valuable research, development, commercial, financial, technical and/or proprietary
24 information for which special protection from public disclosure and from use for any
25 purpose other than prosecution of this action is warranted. Such confidential and
26 proprietary materials and information consist of, among other things, confidential business
27 practices, or other confidential research, development, or commercial information

1 (including information implicating privacy rights of third parties), information
2 otherwise generally unavailable to the public, or which may be privileged or otherwise
3 protected from disclosure under state or federal statutes, court rules, case decisions, or
4 common law.

5 Accordingly, to expedite the flow of information, to facilitate the prompt
6 resolution of disputes over confidentiality of discovery materials, to adequately protect
7 information the parties are entitled to keep confidential, to ensure that the parties are
8 permitted reasonable necessary uses of such material in preparation for and in the
9 conduct of trial, to address their handling at the end of the litigation, and serve the ends
10 of justice, a protective order for such information is justified in this matter. It is the
11 intent of the parties that information will not be designated as confidential for tactical
12 reasons and that nothing be so designated without a good faith belief that it has been
13 maintained in a confidential, non-public manner, and there is good cause why it should
14 not be part of the public record of this case.

15 2. DEFINITIONS

16 (a) Action: this pending federal lawsuit.

17 (b) Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 (c) “CONFIDENTIAL” Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
22 Statement.

23 (d) Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 (e) Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”

1 (f) Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 (g) Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 (h) House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 (i) Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 (j) Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party and includes support staff.

17 (k) Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 (l) Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 (m) Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
25 their employees and subcontractors.

26 (n) Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”

1 (o) Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only Protected
5 Material (as defined above), but also (1) any information copied or extracted from
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; and (3) any testimony, conversations, or presentations by Parties or their
8 Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial will be governed by the orders of the trial
10 judge. This Order does not govern the use of Protected Material at trial.

11 **4. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order will remain in effect until a Designating Party agrees otherwise
14 in writing or a court order otherwise directs. Final disposition will be deemed to be the
15 later of (1) dismissal of all claims and defenses in this Action, with or without
16 prejudice; and (2) final judgment herein after the completion and exhaustion of all
17 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
18 for filing any motions or applications for extension of time pursuant to applicable law.
19

20 **5. DESIGNATING PROTECTED MATERIAL**

21 (a) Exercise of Restraint and Care in Designating Material for Protection.
22 Each Party or Non-Party that designates information or items for protection under this
23 Order must take care to limit any such designation to specific material that qualifies
24 under the appropriate standards. The Designating Party must designate for protection
25 only those parts of material, documents, items, or oral or written communications that
26 qualify so that other portions of the material, documents, items, or communications for
27 which protection is not warranted are not swept unjustifiably within the ambit of this
28 Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 (b) Manner and Timing of Designations. Except as otherwise provided in this
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
11 or ordered, Disclosure or Discovery Material that qualifies for protection under this
12 Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (i) for information in documentary form (e.g., paper or
15 electronic documents, but excluding transcripts of depositions or other pretrial or trial
16 proceedings), that the Producing Party affix at a minimum, the legend
17 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page (or, for
18 electronically stored information that may be produced in native format, to the storage
19 medium itself, or in the native file's title) that contains protected material. If only a
20 portion or portions of the material on a page qualifies for protection, the Producing
21 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
22 markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and before
26 the designation, all of the material made available for inspection will be deemed
27 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants

1 copied and produced, the Producing Party must determine which documents, or
2 portions thereof, qualify for protection under this Order. Then, before producing the
3 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
4 to each page that contains Protected Material. If only a portion or portions of the
5 material on a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

7 (ii) for testimony given in depositions that the Designating Party
8 identify the Disclosure or Discovery Material on the record, before the close of the
9 deposition all protected testimony.

10 (iii) for information produced in some form other than
11 documentary and for any other tangible items, that the Producing Party affix in a
12 prominent place on the exterior of the container or containers in which the information
13 is stored the legend “CONFIDENTIAL.” If only a portion or portions of the
14 information warrants protection, the Producing Party, to the extent practicable, will
15 identify the protected portion(s).

16 (c) Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive the
18 Designating Party’s right to secure protection under this Order for such material. Upon
19 timely correction of a designation, the Receiving Party must make reasonable efforts
20 to assure that the material is treated in accordance with the provisions of this Order.

21 (d) Data Security. The Parties agree to provide adequate security to protect
22 data produced by the other party(ies) or by non-parties. This includes secure data
23 storage systems, established security policies, and security training for employees,
24 contractors and experts. At a minimum, any Receiving Party subject to the terms of
25 this Order, will provide reasonable measures to protect non-client data consistent with
26 the American Bar Association Standing Committee on Ethics and Professional
27 Responsibility, Formal Opinion 477R.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 (a) Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's Scheduling
4 Order.

5 (b) Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

7 (c) The burden of persuasion in any such challenge proceeding will be on the
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
9 to harass or impose unnecessary expenses and burdens on other parties) may expose
10 the Challenging Party to sanctions. Unless the Designating Party has waived or
11 withdrawn the confidentiality designation, all parties will continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 (a) Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a Receiving
20 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 (b) Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated "CONFIDENTIAL",
27 on a need-to-know basis, only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
19 not be permitted to keep any confidential information unless they sign the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
21 by the Designating Party or ordered by the court. Pages of transcribed deposition
22 testimony or exhibits to depositions that reveal Protected Material may be separately
23 bound by the court reporter and may not be disclosed to anyone except as permitted
24 under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification will
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or
10 order is subject to this Protective Order. Such notification will include a copy of this
11 Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order will not produce any information designated in this action as
16 “CONFIDENTIAL” before a determination by the court from which the subpoena or
17 order issued, unless the Party has obtained the Designating Party’s permission. The
18 Designating Party will bear the burden and expense of seeking protection in that court
19 of its confidential material and nothing in these provisions should be construed as
20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
21 directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information produced
5 by Non-Parties in connection with this litigation is protected by the remedies and relief
6 provided by this Order. Nothing in these provisions should be construed as prohibiting
7 a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
11 information, then the Party will:

12 (i) promptly notify in writing the Requesting Party and the Non-
13 Party that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (ii) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (iii) make the information requested available for inspection by
19 the Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party's confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court order
26 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
27 in this court of its Protected Material.

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2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
4 Protected Material to any person or in any circumstance not authorized under this
5 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
6 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
7 all unauthorized copies of the Protected Material, (c) inform the person or persons to
8 whom unauthorized disclosures were made of all the terms of this Order, and (d)
9 request such person or persons to execute the “Acknowledgment and Agreement to Be
10 Bound” that is attached hereto as Exhibit A..

11
12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 (a) When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B) and as agreed upon by the Parties and set forth herein.

18 (b) This provision is not intended to modify whatever procedure may be
19 established in an e-discovery order that provides for production without prior privilege
20 review.

21 (c) This Order shall be interpreted to provide the maximum protection
22 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and
23 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code
24 § 1738. In the event of any subsequent conflict of law, the law that is most protective
25 of privilege and work product shall apply.

26 (d) Nothing contained herein is intended to or shall serve to limit a party’s
27 right to conduct a review of documents, ESI or information (including metadata) for
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1 relevance, responsiveness and/or segregation of privileged and/or protected
2 information before production.

3 (e) If the Receiving Party has reason to believe that a produced document or
4 other information may reasonably be subject to a claim of privilege, then the Receiving
5 Party shall immediately sequester the document or information, cease using the
6 document or information and cease using any work product containing the information,
7 and shall inform the Producing Party of the beginning BATES number of the document
8 or, if no BATES number is available, shall otherwise inform the Producing Party of the
9 information.

10 (f) A Producing Party must give written notice to any Receiving Party
11 asserting a claim of privilege, work-product protection, or other ground for reclaiming
12 documents or information (a “clawback request”). Subject to §6 of this Agreement,
13 after a clawback request is received, the Receiving Party shall immediately sequester
14 the document (if not already sequestered) and shall not review or use that document,
15 or any work product containing information taken from that document, for any purpose.
16 The Parties shall meet and confer regarding any clawback request.

17 **12. MISCELLANEOUS**

18 (a) Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 (b) Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 (c) Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
27 only be filed under seal pursuant to a court order authorizing the sealing of the specific
28 Protected Material at issue. If a Party’s request to file Protected Material under seal is

1 denied by the court, then the Receiving Party may file the information in the public
2 record unless otherwise instructed by the court.

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4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, as defined in paragraph 4, within 60
6 days of a written request by the Designating Party, each Receiving Party must return
7 all Protected Material to the Producing Party or destroy such material. As used in this
8 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
9 summaries, and any other format reproducing or capturing any of the Protected
10 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
11 must submit a written certification to the Producing Party (and, if not the same person
12 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
13 category, where appropriate) all the Protected Material that was returned or destroyed
14 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
15 compilations, summaries or any other format reproducing or capturing any of the
16 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
17 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
18 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
19 attorney work product, and consultant and expert work product, even if such materials
20 contain Protected Material. Any such archival copies that contain or constitute
21 Protected Material remain subject to this Protective Order as set forth in Section 4
22 (DURATION).

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1 14. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5 DATED: January 30, 2025 PACIFIC TRIAL ATTORNEYS

6
7 By: /s/ Victoria C. Knowles
8 SCOTT J. FERRELL
VICTORIA C. KNOWLES

9 *Attorneys for Plaintiff*

10 DATED: January 30, 2025 BUCHANAN INGERSOLL & ROONEY PC

11
12 By: /s/ Thomas G. Collins
13 BUCHANAN INGERSOLL & ROONEY LLP
JASON E. MURTAGH

14
15 BUCHANAN INGERSOLL & ROONEY PC
16 THOMAS G. COLLINS (admitted pro hac)
CHERI A. SPARACINO (admitted pro hac)

17 *Attorneys for Defendant*

18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

19 DATED: 3/5/2025



20
21 HON. MARGO A. ROCCONI
22 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of California
on ____ [date] in the case of *Silvia Garcia v. Meiji America Inc.*, Case No.:
2:24-cv-08810-AH-MAR. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 || Date: , 2025

23 || City and State where signed:

25 Printed name:

27 | Signature: